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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND RATIFICATION OF OIL, GAS AND MINERAL LEASE

THE STATE OF TEXAS

§

§

COUNTY OF TARRANT

§


KNOW ALL MEN BY THESE PRESENTS:

This AMENDMENT AND RATIFICATION OF OIL, GAS AND MINERAL LEASE is executed by Mary B. Brown to be effective as of October 2, 2006.

WITNESSETH:

Whereas, Mary B. Brown, as Lessor, executed and delivered unto Western Production Company, as Lessee, that certain Oil, Gas and Mineral Lease (the "Lease"), dated October 2, 2006, and recorded by Memorandum as Instrument No. D207014025 of the Official Records of Tarrant County, Texas; and

Whereas Western Production Company did subsequently convey and assign all its right, title and interest in and to the Lease to Chesapeake Energy Company (henceforth referred to as "Lessee") in that certain Conveyance, Assignment and Bill of Sale dated November 16, 2007 and recorded as Document No. D207421768 of the Official Public Records, Tarrant County, Texas; and

Whereas Lessor and Lessee desire to amend the Lease as it pertains to the additional provisions to the Lease in Exhibit "A", specifically, Paragraph 3 and Paragraph 12 of said Exhibit "A", attached to and made part of the Lease, and to ratify and confirm the Lease, as amended.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lessor, the undersigned Lessor does hereby amend the Lease as follows:

Paragraph 3 of Exhibit "A" attached to and made part of the Lease is deleted in its entirety and the following shall be substituted in its place:

3) On or before the expiration of the primary term of this Lease, Lessee has the option, but not the obligation, to pay Lessor the sum of \$6,511.60 per net mineral acre covered by this Lease. Upon this payment being made, the primary term of the Lease shall be extended for an additional period of twelve (12) months.

Paragraph 12 of Exhibit "A" attached to and made part of the Lease is deleted in its entirety and is permanently vacated from the Lease.

Lessor acknowledges and agrees that the Lease is amended insofar and only insofar as it pertains to the above referenced paragraph. Lessor ratifies, adopts, and confirms the Lease and extends the Lease to cover the paragraph described in this Amendment and Ratification of Oil,

Gas and Mineral Lease, as if the paragraph set out above had been originally included in the Lease.

Lessor agrees to ratify, adopt, and confirm, during the Primary Term of the Lease, future amendments to the Lease due to failure of description of lands subject to the Lease, and other curative amendments.

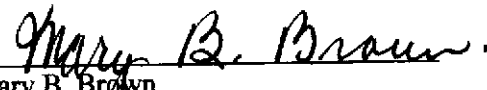
In the event of a conflict between the provisions contained in this instrument and any other provisions contained in the Lease, the provisions contained in this instrument shall prevail to the extent of such conflict; in all other respects the Lease shall remain in full force and effect.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Lessor does hereby agree and declare that the Lease, as amended herein, is binding upon the undersigned Lessor and is and is a valid and subsisting Oil, Gas and Mineral Lease. For the same consideration recited above, the undersigned Lessor does hereby adopt, ratify and confirm the Lease, as amended herein, and does hereby lease, let and demise to the Lessee the lands described in the Lease, as amended herein, subject to and in accordance with all of the terms and provisions of said Lease, as amended herein.

This Amendment and Ratification of Oil, Gas and Mineral Lease shall be binding upon the undersigned and their respective successors and assigns.

This Amendment and Ratification of Oil, Gas and Mineral Lease is executed as of the date of acknowledgment of signature below, but shall be deemed effective for all purposes as of October 2, 2006.

LESSOR:


Mary B. Brown

LESSEE:

CHEESAPEAKE ENERGY COMPANY

By: 

Henry J. Hood, Sr. Vice President-Land and Legal &
General Counsel

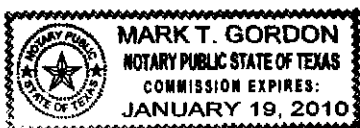
Chesapeake Exploration, LLC
as Successor in interest to
Chesapeake Exploration Limited
Partnership
An Oklahoma Limited Liability Company

DRP

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 13th day of March 2008, by Mary B. Brown.

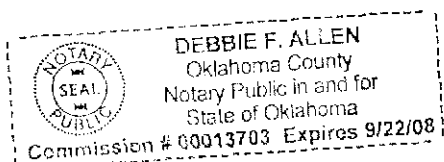


Mark T. Gordon
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF §
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COUNTY OF §

The foregoing instrument was acknowledged before me this 23rd day of April 2008, by Henry J. Allen, Senior Vice President-Land & for CHESAPEAKE ENERGY COMPANY, on behalf of said corporation, Legal and General Counsel



Debbie F. Allen
Notary Public, State of



AXIA LAND SERVICES
801 CHERRY ST #3850
UNIT 39

FT WORTH TX 76102

Submitter: AXIA LAND SERVICES, LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/16/2008 12:58 PM
Instrument #: D208183775
OPR 4 PGS \$24.00

By: _____



D208183775

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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